

**FRESH FRUIT , ANNOUNCEMENT FV-211-CS1 /FV-116(PDF)**

PRODUCT	QUALITY REQUIREMENTS	CONTAINER SIZES	OTHER FACTORS
<a href="#">Apples</a>	U.S. Fancy	37-40 lb. carton	Tray pack - 100-150 size; Cell pack - 95-140 size; no more than 5% may exceed "firm ripe" maturity; meets US Condition Standards for Export
<a href="#">Grapefruit</a>	External Grade of US No. 2 or better, internal grade of US No. 1	34-39 lb. carton	Size and count as specified in invitation; Seedless varieties
<a href="#">Oranges</a>	US No. 1 or better for the state in which they are grown	34-39 lb. carton	Size, variety and count as specified in invitation
<a href="#">Pears</a>	U.S. No. 2( no more than 5% condition defects or 2% decay)	45 lb. carton	Tray pack - 90-165 size; Wrapped pack - 90-165 size; no more than 15% may exceed "firm ripe"

**FV211-CS1**

**June 1999**

# **Commodity Specification**

## **Fresh Fruit**



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**I. General****A. U.S. Standards**

Fresh fruit (product/commodity) produced under this Commodity Specification must meet the requirements specified in the applicable United States Standards for Grades of fresh fruit (U.S. Standards) effective on the date of the Invitation for Offers to Sell (Invitation). The U.S. Standards are published separately (7 C.F. R. part 51) and are incorporated herein and made a part of this Commodity Specification.

**B. Exceptions to U.S. Standards**

Additional exceptions may be specified in the applicable Invitation. Any authorized exceptions contained in the applicable Invitation shall have precedence over the requirements contained herein, for that Invitation only.

**C. Product Origin**

1. Commodities delivered pursuant to this Commodity Specification shall have originated from crops that have been 100% grown, and packed in the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territories of the Pacific Islands, (hereinafter referred to as the United States). See Section I.F. of Announcement FV-211.
2. If the contractor handles any commodity originating from sources other than the United States, the contractor must have a written plan to segregate the commodity. This segregation plan will include an identification and record system for all commodities to ensure they are completely segregated and cannot be used to fulfill contracts awarded by USDA. Such segregation plan must be made available to representatives of the Agricultural Marketing Service (AMS).
3. The contractor must maintain positive written documentation records evidencing 100 percent domestic origin, to the grower level. Contractors must also ensure that the documentation provided by any sub-contractors demonstrates the same level of traceability. The burden of proof of compliance is on the contractor.  
  
Documentation may include load or warehouse storage receipts for fresh products (i.e., bin tags), product coding explanations, warehousing records, shipping or payment records, or other documentation or evidence that clearly establishes the product's domestic origin.
4. Contractors must provide the domestic origin certification and supporting documentation records to representatives of the AMS Fruit and Vegetable Programs, Fresh Products Branch (USDA Grader). when requesting inspection service. USDA graders will select and review at least one code for each contract to determine compliance with the Agency's domestic origin requirements.

5. Such records must be available for review by the Government in accordance with Article 76 of USDA-1. In the event of an audit, AMS auditors will examine as many codes as is necessary to verify compliance.
6. Self-certifications by contractors and sub-contractors will not be accepted.
7. Failure to observe this requirement may lead to suspension or debarment, contract termination, and penalties at Title 18, Section 1001 of the US Code concerning falsification of information.

**D. Packing Season**

All fresh fruit must be from the current packing season/crop year, unless otherwise specified in the applicable Invitation.

**E. Containers and Packing**

1. The product delivered to USDA shall be packed in new, good quality cartons, so constructed as to insure acceptance by common carrier or other carrier for safe transportation for domestic shipment. These cartons shall be of the same dimensions as those used in normal commercial transactions. These packing requirements provide that pack shall be at least fairly tight or fairly well filled. The tolerances applicable under such packing requirements shall apply.
2. The containers and case markings shall meet the United States Standards for Condition of Food Containers (7 CFR Part 42). In addition to any other commercial markings, each carton shall show the grower's or shipper's name and address, variety, grade (state grade may be shown if in compliance with paragraph II, and size by count.

**F. Palletization Requirements**

1. Pallets  
Pallets must be on 40 X 48 inch, non-reversible, flush stringer, and partial four-way entry. New pallets must be good quality wood. Used pallets must be No.1 hardwood or its equivalent in new softwood. If pallet exchange is desired, the contractor shall arrange for pallet exchange with consignees. USDA is in no way responsible for arrangement of pallet exchange.
2. Unitization  
Each delivery unit of fresh fruit must be unitized. Shipping cases must be stacked and secured from top to bottom, so that each container and layer of containers becomes an integral part of the pallet. Either stretch wrapping with plastic film, netting, or "lock 'n pop" is acceptable.

## II. Individual Commodity Specifications –

### A. Fresh Apples

1. Grade - U.S. Fancy. (State grades will be acceptable provided the apples meet the requirements of the U.S. Fancy Grade).
2. Types of Pack and Size Requirement
  - (a) tray pack - minimum size 150; maximum size- 100
  - (b) cell pack – minimum size 140; maximum size – 96
3. Apples in each offer unit ordered delivered by USDA shall contain product of not more than three (3) adjacent sizes nor be in more than three locations at the time of inspection. Each size shall be segregated in the shipment with a minimum of intermingling of the sizes. If shipment is by truck, the location and count of each size in the truck (front, center, and tail) shall be noted on the shipping manifest by the contractor.
4. Apples shall also meet the **United States Condition Standards for Export**.
5. Tenderness and Maturity – not more than an average of **five percent in any lot and ten percent in individual containers** may be further advanced in maturity than firm ripe.
6. Must be loaded into a refrigerated trailer capable of holding air temperature not to exceed 40° F.
7. Refrigerated shipment at 34° to 40° F.

### B. Pears

1. Grade - U.S. No. 2. (provided that the pears do not contain more than **five percent** condition defects, including not more than a total of **two percent** decay and/or internal breakdown. State Grades will be acceptable provided that the pears meet the minimum requirements of U.S. No. 2 Grade (Oregon/Washington Fancy).
2. Tenderness and Maturity - not more than an average of **10 percent** of the pears in any lot or more than **15 percent** in any container, may be further advanced in stages of ripeness than firm.
3. Pack and Size Requirement
  - (a) tray pack - minimum size 165; maximum size- 90.
  - (b) wrapped pack – minimum size 165; maximum size - 90.

4. Pears in each offer unit ordered delivered by USDA shall contain product of not more than three (3) adjacent sizes nor originate from more than three locations. Each size shall be segregated in the shipment with a minimum of intermingling of the sizes. If shipment is by truck, the location and count of each size in the truck (front, center, and tail) shall be noted on the shipping manifest by the contractor.
5. The grade, quality, condition, count, size pack, and the stage of firmness requirements referred to herein are defined in **United States Standards for Grades of Summer and Fall Pears**, and the **United States Standards for Grades of Winter Pears**, in effect on the date of the Invitation.
6. Must be loaded into a refrigerated trailer capable of holding air temperature not to exceed 40° F.
7. Refrigerated shipment at 34° to 40° F.

### III. Inspection

#### A. Requirements (Apples)

Representatives of the AMS, Fruit and Vegetable Programs, Fresh Products Branch (USDA Grader) must perform the inspection required by Articles 54 and 55 of USDA-1.

Inspection of **fresh apples must be performed within 48 hours prior to shipment**. Whether each lot offered meets the product and container requirements of the contract must be determined on the basis of representative sample units. Representative sample units will be graded according to the Regulations Governing Inspection and Certification of Fresh Fruit and Related Products (7 C.F.R. part 51), and United States Standards for Condition of Food Containers (7 C.F.R. part 42.140), effective on the date of the Invitation.

The fresh apples shall be inspected, certified, count (number) of packages verified, and Positive Lot Identified by the Federal or Federal-State Inspection Service in accordance with the Agricultural Marketing Act of 1946. Subject to Articles 54 and 55 of USDA-1, the acceptability of the quality, and packaging, of the product must be evidenced by certificates issued by the USDA Grader.

No product shall be shipped unless the USDA Grader informs the Contractor that a designated lot is acceptable. Notice by the USDA Grader that a designated lot scheduled for shipment does not meet requirements of the contract shall constitute rejection of such lot

#### B. Requirements (Pears)

Inspection of **fresh pears must be performed at destination** in accordance with the same requirements stated in A above with the exception of Positive Lot Identification. The count (number) of packages shall be certified by Federal or Federal-State Inspection Service.

**C. Procedures**

The Contractor must give the USDA Grader at least 7 calendar days advance notice when scheduling inspection service.

**IV. Failure to Meet Specifications**

Any lot which fails applicable specifications prescribed herein will be rejected as not acceptable for delivery. However, the Contractor may request in writing that USDA accept delivery of the lot. USDA may, at it's option, accept delivery, provided that the purchase price is the contract price less any specified penalties

Susan E. Proden  
Contracting Officer  
Fruit and Vegetable Programs  
Agricultural Marketing Service



Announcement FV-116

AUGUST 1995

## N O T I C E

### SAVE THIS PURCHASE ANNOUNCEMENT FOR FRESH CITRUS

Fresh citrus to be purchased by the United States Department of Agriculture for Child Nutrition, Needy Family, and other domestic feeding programs will be purchased from specifications contained herein. From time to time, "Invitations" will be issued containing details needed for submitting offers, such as dates for receipt of offers, acceptance dates, quantities expected to be purchased, and shipping periods.

The commodity specifications, labeling information, and general contract terms and conditions that are incorporated in this Announcement will not appear in the Invitations. Therefore, prospective offerors should retain this Announcement for future reference.

Offerors are cautioned to read carefully all terms and conditions of General Terms and Conditions for the Procurement of Agricultural Commodities or Services, Revision No. 2, as amended by Amendment Number 1 dated March 1989 replaced by Amendment Number 1 dated October 1990, Amendment Number 2 dated July 1989 replaced by Amendment Number 2 dated November 1990, Amendment Number 3 dated August 1989, and Amendment Number 4 dated March 1990 (hereinafter called "USDA-1") this Announcement, and the applicable Invitation. Directions for obtaining copies of these documents are contained in Article XVI. Inquiries, of this Announcement.

PURCHASE OF FRESH CITRUS FOR DISTRIBUTION TO  
CHILD NUTRITION, NEEDY FAMILY, AND OTHER DOMESTIC  
FEEDING PROGRAMS

I. GENERAL

A. The United States Department of Agriculture (hereinafter called "USDA") may from time to time issue Invitations for offers (hereinafter called the "Invitation") under this Announcement to sell to USDA, fresh citrus. The fresh citrus, packed in new fiberboard cartons, must have been grown in the United States, its Territories, or Possessions, and will be purchased from growers, cooperative associations of growers, or growers' authorized agents. This announcement provides the terms and conditions for purchases. If purchases are contemplated by USDA, such intentions will be set forth in separate Invitations for offers to sell these products.

The Invitation will specify the variety, style of pack, size counts, quantity, the shipping periods, year of pack or crop year, office to which offers are to be submitted, closing time for receipt of offers, and provisions and specifications applicable to the proposed procurement, which are in addition to or different from those set forth herein. Although specific purchase quantities may be anticipated, actual quantities awarded by USDA will depend upon offers, prices, and changes in user requirements.

A. Type of Purchase

1. If Purchased F.O.B. Shipping Point (origin buy)

Prices shown in offers shall be on a shipping point or origin basis. Delivery of the commodity shall be made f.o.b. railcars or trucks, USDA's option, at the shipping point(s) named in the contract. Vendors must provide the location of the nearest available rail siding from which the commodity may be shipped. Bids received without this information will be considered non-responsive. USDA will furnish shipping instructions to Contractors and pay carriers directly for transportation and other related services. When shipment by rail is requested, transportation and other charges necessary to place the commodity f.o.b. railcars shall be for the account of Contractor. Contractors may request USDA to consider an amendment to the contract to provide for delivery f.o.b. trucks at ultimate destination. Such a proposal will be favorably considered provided (1) the consignee can accept by truck and (2) the delivered cost of the commodity involved by truck is less than the f.o.b. shipping point cost plus the total charge for effecting movement of a like quantity to the same final destination by rail. Shipment in open van carriers is not allowed.

## 2. If Purchased F.O.B. Destination (destination buy)

Offer prices shall be quoted and delivery shall be made on the basis of f.o.b. cars or trucks or f.a.s. vessel at destinations specified in the Invitation. If shipment is by truck, price shall include cost of tailgate delivery. Shipment in open van carriers is not allowed.

It is important that bidders indicate on the Invitation offer form, the "true maximum quantity" per half-month shipping period and total overall quantity offered that the company can deliver. This enables the lowest bidders to be considered first for any extra supplies exceeding the quantities requested on the offer form.

### B. Small Business Set-Aside

Invitations to this Announcement may from time to time be restricted in whole or in part to small businesses. Notices of small business set-asides will be contained in the applicable Invitations to this Announcement.

## II. SUBMISSION OF OFFERS

### A. How to Submit Offers

Offers shall be submitted on the Offer to Sell form contained in the applicable Invitation, either by mail or hand delivered, or by telegram. Facilities are also available for receiving offers by telecopier (FAX) or Western Union Easylink as specified in the applicable Invitation.

Specify on your FAX cover sheet the total number of pages and the page numbers, including the cover, that are being faxed. All FAX responses must be typed or neatly printed. A completed offer form shall be sent immediately via fastest mail after an offer is made by FAX or Western Union Easylink.

### B. Where and When to Submit Offers

Offers, and any modification or withdrawal of offers, must be received by USDA not later than the specified time and date at the address provided in the applicable Invitation.

Whether an offer, modification, or withdrawal is received within the time limitation will be determined by USDA personnel opening the post office box. Evidence to be considered includes the time stamp at the end of the message of the receiving machine in the USDA wire office, or in the case of a mailed offer form sent to the USDA address, the stamp cancellation date.

A late offer, modification of an offer, or withdrawal of an offer received after the exact time specified for receipt will not be considered unless it is received before award is made and either:

1. It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier); or
2. It was sent by mail or telegram and it is determined by USDA that the late receipt was due solely to mishandling by USDA after receipt at the USDA mail or telegraphic installation.
3. It was sent by U.S. Postal Service Express Mail Next Day Service - Post Office To Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays.

#### C. Offer Units

Line items offered should be for offer units or a multiple thereof as indicated on the offer forms included in the applicable Invitation. Notwithstanding the offer unit requirement, USDA may issue shipping instructions calling for shipment in other than offer unit quantities.

### III. ACCEPTANCE OF OFFERS

Acceptance of offers will be made by prepaid telegram or telecopier not later than the date indicated in the applicable Invitation. Offers will be accepted in the order in which they are considered to be most advantageous to USDA considering prices and when applicable, transportation costs. The date of acceptance by USDA shall be the contract date.

### IV. PROVISIONS OF CONTRACT

The contract shall consist of this Announcement, the applicable Invitation, Contractor's offer, the acceptance by USDA, and USDA-1 except Articles 50 and 85 through 96.

### V. SHIPMENT AND DELIVERY - TRANSFER OF TITLE

A. Shipment and delivery shall be made in accordance with this Announcement, the applicable Invitation, and Articles 56 and 64 of USDA-1.

B. Title and risk of loss shall pass to USDA on the date of delivery as

evidenced by either the commercial bill of lading signed by carrier's agent or, in lieu thereof, the consignee's receipt, whichever is applicable.

C. In accordance with Article 56(c) of USDA-1, Contractors are still required to notify consignees of shipments by telephone. Therefore, prospective offerors should take into consideration the added expense of telephone calls to consignees when submitting offers.

D. Notwithstanding the provisions of Article 56(c) of USDA-1, the Contractor must follow the instructions in the Notice to Deliver issued by the Kansas City ASCS Commodity Office (KCCO) concerning delivery notification. Such notification and information of impending delivery are vital in proper execution of delivery.

The Contractor shall notify the State Distributing Agency(ies) and the consignee(s) of shipment. For rail shipment, notification shall be made on the day of shipment. For truck shipment, notification of the estimated arrival time should be made as far in advance of delivery as possible.

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Unloading appointment(s) for truck or piggyback shipment must be requested from the consignee contact party(ies) at least 24 hours in advance of delivery.

E. USDA-1, Article 67(a) requires that the contractor notify the contracting officer promptly if any shipments will be made late. Failure to follow this requirement may result in USDA not considering offers made under future Invitations for Bid.

## VI. GROSS BILLING WEIGHT

The gross billing weight shown in the Offer to Sell form is an integral part of the offer. In the event that the actual gross billing weight differs from the gross billing weight shown, on purchases made on an f.o.b. shipping point basis, USDA shall deduct from amounts due Contractor any charges that exceed a rate based on the gross billing weight shown. Any savings accrue to USDA. Under a destination purchase, if diversion of a shipment to another delivery point becomes necessary, the gross billing weight will be used by USDA to calculate actual freight charges.

## VII. LIQUIDATED DAMAGES

Contractor is urged to review Articles 56 and 65 of USDA-1, concerning compensation to be paid by USDA for late mailing of Notices to Deliver. The

term "prepared to ship in accordance with the contract shipping schedule" as stated in these Articles is hereby defined to mean that the Contractor was prepared to ship all of the product purchased for the specific shipping period concerned on the first day of that shipping period. USDA inspection documents covering the required volume of acceptable product which are dated on or before the first day of the specific shipping period shall satisfy this requirement.

A. Compensation to Contractor for Late Mailing of Notice to Deliver

Liquidated damages for delay in shipment due to late mailing of Notice to Deliver by USDA shall be payable in accordance with Article 65 of USDA-1 and shall be at the rate of 15 cents per hundred pounds of product per day.

B. Compensation to USDA for Delay in Shipment

Liquidated damages for delay in shipment by Contractor shall be payable in accordance with Article 67 of USDA-1 and shall be at the rate of 15 cents per hundred pounds of product per day.

## VIII. SHIPPING / DELIVERY PERIODS

Shipments or deliveries shall be made during those periods specified in the applicable Invitation in accordance with the Notices to Deliver issued by USDA. Shipping periods and quantities assigned to successful bidders shall be at the option of USDA in accordance with the maximum shipping or delivery rate per three day and/or special instructions that may be indicated on the offer form (see offer form).

## IX. INSPECTION AND CHECKLOADING

A. The fresh citrus shall be inspected, certified, and Positive Lot Identification made by the Federal or Federal-State Inspection Service in accordance with inspection and checkloading required by Articles 54 and 55 of USDA-1. Inspection for grade shall have been performed within 48 hours prior to shipment.

B. Inspection prior to shipment by a Federal or Federal-State Grader shall normally establish the grade, quality, size, condition, and container count of the fresh citrus; nevertheless, appeal inspection or reinspection for condition may be made at the expense of USDA within five days after delivery, and if:

1. The appeal inspection reveals that the fresh citrus did not meet the grade requirements when shipped, or
2. The reinspection for condition reveals that the fresh citrus were not in "suitable shipping condition" when shipped, USDA may, at its discretion, notwithstanding any prior acceptance or any provision of USDA-1, reject to the Contractor the entire shipment or a part thereof, or accept the shipment or a part thereof on an adjusted price basis. In the case of rejection, the Contractor shall refund to USDA, if paid, the purchase price of the rejected fresh citrus plus transportation, protective service, storage, and related costs which have been incurred by USDA on such fresh citrus. This provision as to rejection or price adjustment in the circumstances described under 2. hereof applies whether or not the quality and condition of the fresh citrus were subject to determination by customary shipping point inspection procedure. "Suitable shipping condition", as used herein, means that the fresh citrus at time of shipment are in condition, which, if the shipment is handled under normal transportation service and conditions, will assure arrival without abnormal deterioration at any destination in the United States. The cost of destination appeal inspection or reinspection for condition shall be borne by the Contractor if the shipment does not meet contract specifications at destination. Likewise if shipments meet contract specifications at destination, the cost of this inspection shall be the responsibility of USDA.

#### X. PROTECTIVE SERVICE

The Contractor shall issue appropriate protective service instructions to carrier to protect the fresh citrus while in transit and until unloaded at destination. The following practices shall be applied:

1. Loading of fresh citrus into a refrigerated trailer capable of holding an air temperature as specified in the invitation.
2. Refrigerated shipment of the fresh citrus at temperature specified in the invitation.

## XI. SIZES PER INDIVIDUAL SHIPMENT

The quantity of fresh citrus in each offer unit ordered delivered by USDA shall contain product of not more than three (3) adjacent sizes nor be in more than three locations at the time of inspection and checkloading. Each size shall be segregated in the shipment with a minimum of intermingling of the sizes. If shipment is by truck, the location and count of each size in the truck (front, center, and tail) shall be noted on the shipping manifest by the Contractor.

## XII. COMMODITY SPECIFICATIONS

Varieties and Count Requirements. The varieties and count of the fresh citrus offered pursuant to this Announcement shall be limited to those specified in the Invitation.

Minimum and Maximum Size Requirements. The minimum and maximum sizes of fresh citrus by type of pack and count will be specified in the Invitation to this Announcement. The fresh citrus shall meet the sizing requirements of the applicable United States Standards and the tolerances thereunder shall apply.

#### A. ORANGES

1. Fresh oranges delivered shall be of the size or count and variety shown in the Invitation and shall at least meet the grade requirements of U.S. No. 1 or better for the state in which they are grown.
2. Container and Pack. The fresh oranges delivered to USDA shall be packed in new, good quality cartons, so constructed as to insure acceptance by common carrier or other carrier for safe transportation for domestic shipment. These packing requirements provide that pack shall be at least fairly tight or fairly well filled. The tolerances applicable under such packing requirement shall apply.

#### B. SEEDLESS GRAPEFRUIT

1. Fresh seedless grapefruit delivered shall be of the size or count and color shown in the Invitation and shall at least meet the requirements of external grade of U.S. No. 2 or better, and the internal grade of U.S. No. 1.
2. Container and Pack. The seedless grapefruit delivered to USDA shall be packed in new, good quality cartons, so constructed as to insure acceptance by common carrier or other carrier for safe transportation for domestic shipment. These packing requirements provide that pack shall be at least fairly tight or fairly well filled. The tolerances applicable under such packing requirement shall apply.

### XIII. CONTAINERS, CASE MARKINGS, AND UNITIZATION

A. Condition. The containers and case markings shall meet the United States Standards for Condition of Food Containers (7 CFR Part 42).

B. Case Markings. In addition to any other commercial markings, each carton shall show the grower's or shippers' name and address, variety, grade and size by count.

#### C. UNITIZATION

Each delivery unit of specified product shall be unitized (palletized). The pallets 48 X 40 inches, good quality wood or if used shall be No.1 hardwood or its equivalent in new softwood, nonreversible, flush stringer, and partial fourway entry. The palletized product shall be loaded into the conveyances in such a way that will prevent shifting and damage to the containers of product.

THE PALLETS BECOME THE PROPERTY OF THE USDA, THEREFORE OFFERORS SHOULD TAKE

INTO CONSIDERATION THE COST OF PALLETS WHEN SUBMITTING OFFERS. The contractors may arrange for pallet exchange with consignees; however, USDA is in no way responsible for such arrangements. Specific palletization instructions will be contained in the invitations to bid for this announcement.

#### XIV. CERTIFICATION OF PRODUCT ORIGIN

Each Contractor must supply the USDA Grader with a statement certifying that the products delivered to USDA hereinunder have been grown and packed in the United States. If the Contractor handles commodities originating from foreign sources, there must be a system in place on the Contractor's premises with records available documenting that the contract was fulfilled from United States grown products. Review of such documentation shall be part of the responsibility of the USDA Grader who on a fee basis performs product inspection required by the contract. In addition to such routine document review, USDA reserves the right to make unannounced plant and record reviews for verification of compliance with this Article. The burden of proof of compliance is on the Contractor. Failure to observe this Article may lead to contract termination, Contractor suspension or debarment, and penalties at Title 18, Section 1001 of the U.S. Code concerning falsification of information. In addition, the requirements of this Article are subject to Article 76 of USDA-1, and to audit by USDA personnel.

#### XV. INVOICES AND PAYMENT

Invoicing and payment shall be handled in accordance with Article 70, USDA-1, as amended. Payment to vendors for fresh citrus purchased by USDA will be expedited considerably if vendors closely follow the instructions issued by the Kansas City Commodity Office of ASCS in the Notice to Deliver order, and send the documents that are called for in the instructions issued in the Notice to Deliver order.

#### XV. INVOICES AND PAYMENT (cont)

Documents needed to ensure prompt payment are:

- A. USDA Inspection Certificate certifying count and compliance with product specifications.
- B. Invoice in accordance with the Notice to Deliver Number.
- C. Signed Consignee receipt.

Be sure that each of the above documents is identified with the contract number, the notice to deliver number, and the delivery order number!

#### XVI. INQUIRIES

Inquiries pertaining to specifications and inspection fees may be obtained from representatives of the Fruit and Vegetable Division, Agricultural

Marketing Service, U.S. Department of Agriculture, as follows:

Michael V. Morrelli	Robert Bridger	Robert P. Rosko
Department of Food & Agriculture	2771 BN Grand Ave.	2963 Fulton Avenue
1220 N. Street, A-270	Nogales, AZ 85621	P.O. Box 214297
P.O. Box 942871	Ph: 520-281-4719	Sacramento, CA 95821
Sacramento, CA 942871		Ph: 916-978-4254
Ph: 916-654-0810		

Wilber Whatley	Gary Verheek
Florida Citrus Bldg.	1301 W. Expressway
500 Third Street, NW	Alamo, TX 78515
Room 110	Ph: 210-787-4091
P.O. Box 1232	
Winter Haven, FL	
33882-1232	
Ph: 813-294-3511	
Ext. 233	

Inquiries pertaining to USDA-1, this announcement, the invitations, and contract matters should be directed to the Commodity Procurement Branch, Fruit and Vegetable Division, Agricultural Marketing Service, USDA, P.O. Box 96456, Washington, D.C. 20090-6456. Telephone: 202/720-6391.

Inquiries concerning shipping instructions and payments should be directed to Director, Kansas City Commodity Office, USDA-AFCS, P.O. Box 419205, Kansas City, MO 64141-0205.

Telephone Numbers:

816/926-6068 (concerning Shipping instructions)

816/926-6205 (concerning payments)

Sandra K. Gardei  
Contracting Officer  
Commodity Procurement Branch  
Fruit and Vegetable Division









**United States  
Department of  
Agriculture**

**Agricultural  
Marketing  
Service**

**Fruit and  
Vegetable  
Division**

**Fresh  
Products  
Branch**

# **United States Standards for Grades of Apples**

**Effective March 25, 1976**  
*(Reprinted - January 1997)*

# United States Standards for Grades of Apples<sup>1</sup>

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## **Grades**

51.300 U.S. Extra Fancy.

51.301 U.S. Fancy.

51.302 U.S. No. 1.

51.303 U.S. Utility.

51.304 Combination grades.

## **Color Requirements**

51.305 Color requirements.

## **Unclassified**

51.306 Unclassified.

## **Tolerances**

51.307 Tolerances.

## **Application of Tolerances**

51.308 Application of tolerances.

## **Calculation of Percentages**

51.309 Calculation of percentages.

## **Condition After Storage or Transit**

51.310 Condition after storage or transit.

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51.311 Packing requirements.

## **Marking Requirements**

51.312 Marking requirements.

## **Definitions**

51.313 Mature.

51.314 Overripe.

51.315 Carefully hand-picked.

51.316 Clean.

51.317 Fairly well formed.

51.318 Injury.

51.319 Damage.

51.320 Serious damage.

51.321 Seriously deformed.

51.322 Diameter.

## **U.S. Condition Standards for Export**

51.323 U.S. Condition Standards for Export.

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<sup>1</sup> Compliance with the provisions of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug and Cosmetic Act, or with applicable State laws and regulations.

## **Grades**

### **§51.300 U.S. Extra Fancy.**

"U.S. Extra Fancy" consists of apples of one variety which are mature but not overripe, carefully hand-picked, clean, fairly well formed; free from decay, internal browning, internal breakdown, scald, scab, bitter pit, Jonathan spot, freezing injury, visible water core, and broken skins and bruises except those which are slight and incident to proper handling and packing. The apples are also free from injury caused by smooth net-like russetting, sunburn or sprayburn, limb rubs, hail, drought spots, scars, disease, insects, or other means; and free from damage by smooth solid, slightly rough or rough russetting, or stem or calyx cracks, and free from damage by invisible water core after January 31st of the year following the year of production. Each apple of this grade has the amount of color specified in §51.305 for the variety. (See §§51.305 and 51.307.)

### **§51.301 U.S. Fancy.**

"U.S. Fancy" consists of apples of one variety which are mature but not overripe, carefully hand-picked, clean, fairly well formed; free from decay, internal browning, internal breakdown, bitter pit, Jonathan spot, scald, freezing injury, visible water core, and broken skins and bruises except those which are incident to proper handling and packing. The apples are also free from damage caused by russetting, sunburn or sprayburn, limb rubs, hail, drought spots, scars, stem or calyx cracks, disease, insects, invisible water core after January 31st of the year following the year of production, or damage by other means. Each apple of this grade has the amount of color specified in §51.305 for the variety. (See §§51.305 and 51.307.)

### **§51.302 U.S. No. 1.**

The requirements of this grade are the same as for U.S. Fancy except for color, russetting, and invisible water core. In this grade less color is required for all varieties with the exception of the yellow and green varieties other than Golden Delicious. Apples of this grade are free from excessive damage caused by russetting which means that apples meet the russetting requirements for U.S. Fancy as defined under the definitions of "damage by russetting", except the aggregate area of an apple which may be covered by smooth net-like russetting shall not exceed 25 percent; and the aggregate area of an apple which may be covered by smooth solid russetting shall not exceed 10 percent: **Provided**, That in the case of the Yellow Newtown or similar varieties the aggregate area of an apple which may be covered with smooth solid russetting shall not exceed 20 percent. Each apple of this grade has the amount of color specified in §51.305 for the variety. There is no requirement in this grade pertaining to invisible water core. (See §§51.305 and 51.307.)

(a) **U.S. No. 1 Early:** "U.S. No. 1 Early" consists of apples which meet the requirements of U.S. No. 1 grade except as to color and maturity, and meet a minimum size requirement. Apples of this grade have no color requirements, need not be mature, and are not less than 2 inches in diameter. This grade is provided for varieties such as Duchess, Gravenstein, Red June, Twenty Ounce, Wealthy, Williams, Yellow Transparent, and Lodi, or other varieties which are normally marketed during the summer months. (See §51.307.)

(b) **U.S. No. 1 Hail:** "U.S. No. 1 Hail" consists of apples which meet the requirements of U.S. No. 1 grade except that hail marks where the skin has not been broken, and well healed hail marks where the skin has been broken, are permitted, provided the apples are fairly well formed. (See §§51.305 and 51.307.)

### **§51.303 U.S. Utility.**

"U.S. Utility" consists of apples of one variety which are mature but not overripe, carefully hand-picked, not seriously deformed; free from decay, internal browning, internal breakdown, scald, and freezing injury. The apples are also free from serious damage caused by dirt or other foreign matter, broken skins, bruises, russeting, sunburn or sprayburn, limb rubs, hail, drought spots, scars, stem or calyx cracks, visible water core, disease, insects, or other means. (See §51.307.)

### **§51.304 Combination grades.**

(a) Combinations of the above grades may be used as follows:

- (1) Combination U.S. Extra Fancy and U.S. Fancy;
- (2) Combination U.S. Fancy and U.S. No. 1;
- (3) Combination U.S. No. 1 and U.S. Utility.

(b) Combinations other than these are not permitted in connection with the U.S. apple grades. When Combination grades are packed, at least 50 percent of the apples in any lot shall meet the requirements of the higher grade in the combination. (See §51.307.)

### **Color Requirements**

#### **§51.305 Color requirements.**

In addition to the requirement specified for the grades set forth in §§51.300 to 51.304 apples of these grades shall have the percentage of color specified for the variety in Table I appearing in this section. For the solid red varieties the percentage stated refers to the area of the surface which must be covered with a good shade of solid red characteristic of the variety: **Provided**, That an apple having color of a lighter shade of solid red or striped red than that considered as a good shade of red characteristic of the variety may be admitted to a grade, provided it has sufficient additional area covered so that the apple has as good an appearance as one with the minimum percentage of good red characteristic of the variety required for the grade. For the striped red varieties the percentage stated refers to the area of the surface in which the stripes of a good shade of red characteristic of the variety shall predominate over stripes of lighter red, green, or yellow. However, an apple having color of a lighter shade than that considered as a good shade of red characteristic of the variety may be admitted to a grade, provided it has sufficient additional area covered so that the apple has as good an appearance as one with the minimum percentage of stripes of a good red characteristic of the variety required for the grade. Faded brown stripes shall not be considered as color except in the case of the Gray Baldwin variety.

(a) Color standards USDA Visual Aid APL-L-1 (including plates (A), (B), (C), (D), (E), and (F)) consist of a folder containing the color requirements for apples set forth in this section and five plates illustrating minimum good shade of solid red or striped red color, minimum compensating color and a shade not considered color, for Red Delicious, Winesap, Delicious, McIntosh, and Jonathan varieties, and one plate illustrating minimum white or light green color and characteristic color for the Golden Delicious variety. These color standards may be examined in the Fruit and Vegetable Division, AMS, U.S. Department of Agriculture, South Building, Washington, D.C. 20250; in any field office of the Fresh Fruit and Vegetable Inspection Service; or upon request of any authorized inspector of such Service. Duplicates of the color standards may be purchased from the John Henry Co., Post Office Box 1410, Lansing, MI 48904.

**Table I -- Color Requirements for Specified U.S.  
Grades of Apples by Variety**

Variety	U.S. Extra Fancy	U.S. Fancy	U.S. No. 1
Solid Red:	Percent	Percent	Percent
Black Ben	66	40	25
Gano	66	40	25
Winesap	66	40	25
Other similar varieties <sup>1</sup>	66	40	25
Red Sport Varieties <sup>2</sup>	66	40	25
Striped or partially red:			
Jonathan	66	33	25
McIntosh	50	33	25
Cortland	50	33	25
Other similar varieties <sup>3</sup>	50	33	25
Rome Beauty	50	33	15
Stayman	50	33	15
York Imperial	50	33	15
Baldwin	50	25	15
Ben Davis	50	25	15
Delicious	50	25	15
Mammoth Black Twig	50	25	15
Turley	50	25	15
Wagener	50	25	15
Wealthy	50	25	15
Willow Twig	50	25	15
Northern Spy	50	25	15
Other similar varieties <sup>4</sup>	50	25	15
Hubbardston	50	15	10
Stark	50	15	10
Other similar varieties	50	15	10
Red June	50	15	( <sup>5</sup> )
Red Gravenstein	50	15	( <sup>5</sup> )
Williams	50	15	( <sup>5</sup> )
Other similar varieties	50	15	( <sup>5</sup> )
Gravenstein	25	10	( <sup>5</sup> )
Duchess	25	10	( <sup>5</sup> )
Other similar varieties <sup>6</sup>	25	10	( <sup>5</sup> )

<sup>1</sup>Arkansas Black, Beacon, Detroit Red, Esopus Spitzenburg, King David, Lowry, Minjon.

<sup>2</sup>When Red Sport varieties are specified as such they shall meet the color requirements specified for Red Sport varieties.

<sup>3</sup>Haralson, Kendall, Macoun, Snow (Fameuse).

<sup>4</sup>Bonum, Early McIntosh, Limbertwig, Milton, Nero, Paragon, Melba.

<sup>5</sup>Tinge of color.

<sup>6</sup>Red Astrachan, Smokehouse, Summer Rambo, Dudley.

Red checked or blushed:	Percent	Percent	Percent
Malden Blush	( <sup>7</sup> )	( <sup>5</sup> )	( <sup>8</sup> )
Twenty Ounce	( <sup>7</sup> )	( <sup>5</sup> )	( <sup>8</sup> )
Winter Banana	( <sup>7</sup> )	( <sup>5</sup> )	( <sup>8</sup> )
Other similar varieties	( <sup>7</sup> )	( <sup>5</sup> )	( <sup>8</sup> )
Green varieties	( <sup>9</sup> )	( <sup>9</sup> )	( <sup>9</sup> )
Yellow varieties	( <sup>9</sup> )	( <sup>9</sup> )	( <sup>9</sup> )
Golden Delicious	( <sup>10</sup> )	( <sup>10</sup> )	( <sup>9</sup> )

<sup>5</sup>Tinge of color.

<sup>7</sup>Blush Cheek.

<sup>8</sup>None.

<sup>9</sup>Characteristic ground color.

<sup>10</sup>75 percent or more of the surface of the apple shall show white or light green predominating over the green color.

## **Unclassified**

### **§51.306 Unclassified.**

"Unclassified" consists of apples which have not been classified in conformity with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

## **Tolerances**

### **§51.307 Tolerances.**

In order to allow for variations incident to proper grading and handling in each of the foregoing grades the following tolerances are provided as specified:

(a) Defects: (1) U.S. Extra Fancy, U.S. Fancy, U.S. No. 1, U.S. No. 1 Early and U.S. No. 1 Hail grades: 10 percent of the apples in any lot may fail to meet the requirements of the grade, but not more than one-half of this amount, or 5 percent, shall be allowed for apples which are seriously damaged, including therein not more than 1 percent for apples affected by decay or internal breakdown.

(2) U.S. Utility grade: 10 percent of the apples in any lot may fail to meet the requirements of the grade, but not more than one-half of this amount, or 5 percent, shall be allowed for apples which are seriously damaged by insects, and including in the total tolerance not more than 1 percent for apples affected by decay or internal breakdown.

(b) When applying the foregoing tolerances to Combination grades no part of any tolerance shall be allowed to reduce, for the lot as a whole, the 50 percent of apples of the higher grade required in the combination but individual containers shall have not less than 40 percent of the higher grade.

(c) Size: When size is designated by the numerical count for a container, not more than 5 percent of the apples in the lot may vary more than 1/4 inch in diameter. When size is designated by minimum or maximum diameter, not more than 5 percent of the apples in any lot may be smaller than the designated minimum and not more than 10 percent may be larger than the designated maximum.

## **Application of Tolerances**

### **§51.308 Application of tolerances.**

The contents of individual packages in the lot, are subject to the following limitations: **Provided,**

That the averages for the entire lot are within the tolerances specified for the grade:

(a) Packages which contain more than 10 pounds:

(1) Shall have not more than one and one-half times a specified tolerance of 10 percent or more and not more than double a tolerance of less than 10 percent, except that at least one apple which is seriously damaged by insects or affected by decay or internal breakdown may be permitted in any package.

(b) Packages which contain 10 pounds or less:

(1) Not over 10 percent of the packages may have more than three times the tolerance specified, except that at least one defective apple may be permitted in any package: **Provided**, That not more than one apple or more than 6 percent (whichever is the larger amount) may be seriously damaged by insects or affected by decay or internal breakdown.

### **Calculation of Percentages**

#### **§51.309 Calculation of percentages.**

(a) When the numerical count is marked on the container, percentages shall be calculated on the basis of count.

(b) When the minimum diameter or minimum and maximum diameters are marked on a container or when the apples are jumbled in a container or in bulk, percentages shall be calculated on the basis of weight or an equivalent basis.

### **Condition After Storage or Transit**

#### **§51.310 Condition after storage or transit.**

(a) Decay, scald or any other deterioration which may have developed on apples after they have been in storage or transit shall be considered as affecting condition and not the grade.

### **Packing Requirements**

#### **§51.311 Packing requirements.**

(a) Apples tray packed or cell packed in cartons shall be arranged according to approved and recognized methods. Packs shall be at least fairly tight<sup>1</sup> or fairly well filled.<sup>2</sup>

(b) Closed cartons containing apples not tray or cell packed shall be fairly well filled<sup>2</sup> or the pack shall be sufficiently tight to prevent any appreciable movement of the apples.

(c) Packs in wooden boxes or baskets shall be sufficiently tight to prevent any appreciable movement of apples within containers when the packages are closed. Each wrapped apple shall be completely enclosed by its individual wrapper.

(d) Apples on the shown face of any container shall be reasonably representative in size, color and quality of the contents.

(e) Tolerances: In order to allow for variations incident to proper packing, not more than 10 percent of the containers in any lot may fail to meet these requirements.

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<sup>1</sup>"Fairly tight" means that apples are of the proper size for molds or cell compartments in which they are packed, and that molds or cells are filled in such a way that no more than slight movement of apples within molds or cells is possible. The top layer of apples, or any pad or space filler over the top layer of apples shall be not more than 3/4 inch below the top edge of the carton.

<sup>2</sup>"Fairly well filled" means that the net weight of apples in containers ranging from 2,100 to 2,900 cubic inch capacity is not less than 37 pounds for Cortland, Gravenstein, Jonathan, McIntosh and Golden Delicious varieties and not less than 40 pounds for all other varieties.

## **Marking Requirements**

### **§51.312 Marking requirements.**

The numerical count or the minimum diameter of the apples packed in a closed container shall be indicated on the container.

- (a) When the numerical count is not shown, the minimum diameter shall be plainly stamped, stenciled or otherwise marked on the container in terms of whole inches, or whole inches and not less than eighth inch fractions thereof.
- (b) The word "minimum", or its abbreviation, when following a diameter size marking, means that the apples are of the size marked or larger. (See §§51.307 and 51.308.)

## **Definitions**

### **§51.313 Mature.**

"Mature" means that the apples have reached the stage of development which will insure the proper completion of the ripening process. Before a mature apple becomes overripe it will show varying degrees of firmness, depending upon the stage of the ripening process. The following terms are used for describing different stages of firmness of apples:

- (a) "Hard" means apples with a tenacious flesh and starchy flavor.
- (b) "Firm" means apples with a tenacious flesh but which are becoming crisp with a slightly starchy flavor, except the Delicious variety.
- (c) "Firm ripe" means apples with crisp flesh except that the flesh of the Gano, Ben Davis, and Rome Beauty varieties may be slightly mealy.
- (d) "Ripe" means apples with mealy flesh and soon to become soft for the variety.

### **§51.314 Overripe.**

"Overripe" means apples which are dead ripe, with flesh very mealy or soft, and past commercial utility.

### **§51.315 Carefully hand-picked.**

"Carefully hand-picked" means that the apples do not show evidence of rough handling or of having been on the ground.

### **§51.316 Clean.**

"Clean" means that the apples are free from excessive dirt, dust, spray residue and other foreign material.

### **§51.317 Fairly well formed.**

"Fairly well formed" means that the apple may be slightly abnormal in shape but not to an extent which detracts materially from its appearance.

### **§51.318 Injury.**

"Injury" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which more than slightly detracts from the appearance, or the edible or shipping quality of the apple. The following specific defects shall be considered as injury:

- (a) Russetting in the stem cavity or calyx basin which cannot be seen when the apple is placed stem end or calyx end down on a flat surface shall not be considered in determining whether or not an apple is injured by russetting. Smooth net-like russetting outside of the stem cavity or calyx basin shall be considered as injury when an aggregate area of more than 10 percent of the surface is covered, and the color of the russetting shows no very pronounced contrast with the background

color of the apple, or lesser amounts of more conspicuous net-like russetting when the appearance is affected to a greater extent than the above amount permitted.

(b) Sunburn or sprayburn, when the discolored area does not blend into the normal color of the fruit.

(c) Dark brown or black limb rubs which affect a total area of more than one-fourth inch in diameter, except that light brown limb rubs of a russet character shall be considered under the definition of injury by russetting.<sup>3</sup>

(d) Hail marks, drought spots, other similar depressions or scars:

(1) When the skin is broken, whether healed or unhealed;

(2) When there is appreciable discoloration of the surface;

(3) When any surface indentation exceeds one-sixteenth inch in depth;

(4) When any surface indentation exceeds one-eighth inch in diameter; or,

(5) When the aggregate affected area of such spots exceeds one-half inch in diameter.<sup>3</sup>

(e) Disease: (1) Cedar rust infection which affects a total area of more than three-sixteenths inch in diameter.<sup>3</sup>

(2) Sooty blotch or fly speck which is thinly scattered over more than 5 percent of the surface, or dark, heavily concentrated spots which affect an area of more than one-fourth inch in diameter.<sup>3</sup>

(3) Red skin spots which are thinly scattered over more than one-tenth of the surface, or dark, heavily concentrated spots which affect an area of more than one-fourth inch in diameter.<sup>3</sup>

(f) Insects: (1) Any healed sting or healed stings which affect a total area of more than one-eighth inch in diameter including any encircling discolored rings.<sup>3</sup>

(2) Worm holes.

#### **§51.319 Damage.**

"Damage" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or shipping quality of the apple. The following specific defects shall be considered as damage:

(a) Russetting in the stem cavity or calyx basin which cannot be seen when the apple is placed stem end or calyx end down on a flat surface shall not be considered in determining whether or not an apple is damaged by russetting, except that excessively rough or bark-like russetting in the stem cavity or calyx basin shall be considered as damage when the appearance of the apple is materially affected. The following types and amounts of russetting outside of the stem cavity or calyx basin shall be considered as damage:

(1) Russetting which is excessively rough on Roxbury Russet and other similar varieties.

(2) Smooth net-like russetting, when an aggregate area of more than 15 percent of the surface is covered, and the color of the russetting shows no very pronounced contrast with the background color of the apple, or lesser amounts of more conspicuous net-like russetting when the appearance is affected to a greater extent than the above amount permitted.

(3) Smooth solid russetting, when an aggregate area of more than 5 percent of the surface is covered, and the pattern and color of the russetting shows no very pronounced contrast with the background color of the apple, or lesser amounts of more conspicuous solid russetting when the

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<sup>3</sup> The area refers to that of a circle of the specified diameter.

appearance is affected to a greater extent than the above amount permitted.

(4) Slightly rough russetting which covers an aggregate area of more than one-half inch in diameter.<sup>3</sup>

(5) Rough russetting which covers an aggregate area of more than one-fourth inch in diameter.<sup>3</sup>

(b) Sunburn or sprayburn which has caused blistering or cracking of the skin, or when the discolored area does not blend into the normal color of the fruit unless the injury can be classed as russetting.

(c) Limb rubs which affect a total area of more than one-half inch in diameter, except that light brown limb rubs of a russet character shall be considered under the definition of damage by russetting.<sup>3</sup>

(d) Hail marks, drought spots, other similar depressions or scars:

(1) When any unhealed mark is present;

(2) When any surface indentation exceeds one-eighth inch in depth;

(3) When the skin has not been broken and the aggregate affected area exceeds one-half inch in diameter;<sup>3</sup> or,

(4) When the skin has been broken and well healed, and the aggregate affected area exceeds one-fourth inch in diameter.<sup>3</sup>

(e) Stem or calyx cracks which are not well healed, or well healed stem or calyx cracks which exceed an aggregate length of one-fourth inch.

(f) Invisible water core existing around the core and extending to water core in the vascular bundles; or surrounding the vascular bundles when the affected areas surrounding three or more vascular bundles meet or coalesce; or existing in more than slight degree outside the circular area formed by the vascular bundles.

(g) Disease: (1) Scab spots which affect a total area of more than one-fourth inch in diameter.<sup>3</sup>

(2) Cedar rust infection which affects a total area of more than one-fourth inch in diameter.<sup>3</sup>

(3) Sooty blotch or fly speck which is thinly scattered over more than one-tenth of the surface, or dark, heavily concentrated spots which affect an area of more than one-half inch in diameter.<sup>3</sup>

(4) Red skin spots which are thinly scattered over more than one-tenth of the surface, or dark, heavily concentrated spots which affect an area of more than one-half inch in diameter.<sup>3</sup>

(h) Insects: (1) Any healed sting or healed stings which affect a total area of more than three-sixteenths inch in diameter including any encircling discolored rings.<sup>3</sup>

(2) Worm holes.

#### **§51.320 Serious damage.**

"Serious damage" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which seriously detracts from the appearance, or the edible or shipping quality of the apple. The following specific defects shall be considered as serious damage:

(a) The following types and amounts of russetting shall be considered as serious damage:

(1) Smooth solid russetting, when more than one-half of the surface in the aggregate is covered,

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<sup>3</sup> The area refers to that of a circle of the specified diameter.

including any russetting in the stem cavity or calyx basin, or slightly rough, or excessively rough or bark-like russetting, which detracts from the appearance of the fruit to a greater extent than the amount of smooth solid russetting permitted: **Provided**, That any amount of russetting shall be permitted on Roxbury Russet and other similar varieties.

(b) Sunburn or sprayburn which seriously detracts from the appearance of the fruit.

(c) Limb rubs which affect more than one-tenth of the surface in the aggregate.

(d) Hail marks, drought spots, or scars, if they materially deform or disfigure the fruit, or if such defects affect more than one-tenth of the surface in the aggregate: **Provided**, That no hail marks which are unhealed shall be permitted and not more than an aggregate area of one-half inch shall be allowed for well healed hail marks where the skin has been broken.<sup>3</sup>

(e) Stem or calyx cracks which are not well healed, or well healed stem or calyx cracks which exceed an aggregate length of one-half inch.

(f) Visible water core which affects an area of more than one-half inch in diameter.<sup>3</sup>

(g) Disease: (1) Scab spots which affect a total area of more than three-fourths inch in diameter.<sup>3</sup>

(2) Cedar rust infection which affects a total area of more than three-fourths inch in diameter.<sup>3</sup>

(3) Sooty blotch or fly speck which affects more than one-third of the surface.

(4) Red skin spots which affect more than one-third of the surface.

(5) Bitter pit or Jonathan spot which is thinly scattered over more than one-tenth of the surface and does not materially deform or disfigure the fruit.

(h) Insects: (1) Healed stings which affect a total area of more than one-fourth inch in diameter including any encircling discolored rings.<sup>3</sup>

(2) Worm holes.

#### **§51.321 Seriously deformed.**

"Seriously deformed" means that the apple is so badly misshapen that its appearance is seriously affected.

#### **§51.322 Diameter.**

When measuring for minimum size, "diameter" means the greatest dimension of the apple measured at right angles to a line from stem to blossom end. When measuring for maximum size, "diameter" means the smallest dimension of the apple determined by passing the apple through a round opening in any position.

#### **U.S. Condition Standards for Export**

#### **§51.323 U.S. Condition Standards for Export.<sup>4</sup>**

(a) Not more than 5 percent of the apples in any lot shall be further advanced in maturity than firm ripe.

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<sup>3</sup> The area refers to that of a circle of the specified diameter.

<sup>4</sup> These standards may be applied to domestic shipments of apples as well as export lots, and may be referred to as "U.S. Condition Standards".

Note: "Damage by water core" means externally invisible water core existing around the core and extending to water core in the vascular bundles; or surrounding the vascular bundles when the affected areas surrounding three or more vascular bundles meet or coalesce; or existing in more than slight degree outside the circular area formed by the vascular bundles; or any externally visible water core.

- (b) Not more than 5 percent of the apples in any lot shall be damaged by storage scab.
- (c) Not more than a total of 5 percent of the apples in any lot shall be affected by scald, internal breakdown, freezing injury, or decay; or damaged by water core, bitter pit, Jonathan spot, or other condition factors: **Provided, That:**
  - (1) Not more than a total of 2 percent shall be allowed for apples affected by decay and soft scald;
  - (2) Not more than 2 percent shall be allowed for apples affected by internal breakdown; and,
  - (3) Not more than 2 percent shall be allowed for apples affected by slight scald.
- (d) Container packs shall comply with packing requirements specified in §51.311 of the United States Standards for Grades of Apples.
- (e) Any lot of apples shall be considered as meeting the U.S. Condition Standards for Export if the entire lot averages within the requirements specified: **Provided, That** no package in any lot shall have more than double the percentages specified, except that for packages which contain 10 pounds or less, individual packages in any lot may have not more than three times the tolerance or one apple (whichever is the greater amount).



## Quality Standards - Fresh Fruits and Vegetables

The standards below are in the Adobe Acrobat Portable Document Format (PDF). Click on the icon if you need to download the Adobe Acrobat Reader used to view and print PDF files.



- ▶ Apples, effective March 25, 1976 ([PDF](#))
- ▶ Apricots, effective October 28, 1994 ([PDF](#))
- ▶ Avocados, Florida, effective September 3, 1957 ([PDF](#))
- ▶ Blueberries, effective March 20, 1995 ([PDF](#))
- ▶ Cherries, Sweet, effective May 7, 1971 ([PDF](#))
- ▶ Cranberries, Fresh, effective August 26, 1971 ([PDF](#))
- ▶ Dewberries and Blackberries, effective February 13, 1928 ([PDF](#))
- ▶ Grapes, American, (Eastern Type) Bunch, effective September 8, 1983 ([PDF](#))
- ▶ Grapes, Juice (European or Vinifera Type), effective July 20, 1939 ([PDF](#))
- ▶ Grapes, Table (European or Vinifera Type), effective March 29, 1999 ([PDF](#))
- ▶ Grapefruit (California and Arizona), effective December 27, 1999 ([PDF](#))
- ▶ Grapefruit (Florida), effective February 20, 1997 ([PDF](#))
- ▶ Grapefruit (Texas, and States Other Than Florida, California and Arizona), effective October 1, 1969 ([PDF](#))
- ▶ Kiwifruit, effective October 15, 1986 ([PDF](#))
- ▶ Lemons, effective December 27, 1999 ([PDF](#))
- ▶ Limes, Persian (Tahiti), effective June 20, 1958 ([PDF](#))
- ▶ Nectarines, effective April 23, 1966 ([PDF](#))
- ▶ Oranges (California and Arizona), effective December 27, 1999 ([PDF](#))
- ▶ Oranges and Tangelos (Florida), effective February 20, 1997 ([PDF](#))
- ▶ Oranges (Texas and States Other Than Florida, California and Arizona), effective October 1, 1969 ([PDF](#))
- ▶ Peaches, effective October 2, 1995 ([PDF](#))
- ▶ Pears, Summer and Fall, effective August 20, 1955 ([PDF](#))
- ▶ Pears, Winter, effective September 10, 1955 ([PDF](#))
- ▶ Pineapples, effective July 5, 1990 ([PDF](#))
- ▶ Plums and Prunes, Fresh, effective June 30, 1973 ([PDF](#))
- ▶ Raspberries, effective May 29, 1931 ([PDF](#))
- ▶ Strawberries, effective July 1, 1965 ([PDF](#))
- ▶ Tangerines, effective December 27, 1999 ([PDF](#))
- ▶ Tangerines (Florida), effective February 20, 1997 ([PDF](#))

If you would like to receive a printed copy of any of these standards, please contact:

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# **United States Standards for Grades of Summer and Fall Pears**

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# United States Standards for Grades of Summer and Fall Pears <sup>1</sup>

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## **General**

### **§51.1260 General.**

These standards apply to varieties such as Bartlett, Hardy and other similar varieties.

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<sup>1</sup>Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act.

## **Grades**

### **§51.1261 U.S. No. 1.**

"U.S. No. 1" consists of pears of one variety which are mature, but not overripe, carefully hand-picked, clean, fairly well formed, free from decay, internal breakdown, scald, freezing injury, worm holes, black end, and from damage caused by hard end, bruises, broken skins, russeting, limb rubs, hail, scars, drought spot, sunburn, sprayburn, stings or other insect injury, disease, or mechanical or other means. (See §§51.1265 and 51.1268.)

### **§51.1262 U.S. Combination.**

A combination of U.S. No. 1 and U.S. No. 2 may be packed. When such a combination is packed, at least 50 percent of the pears in any container shall meet the requirements of U.S. No. 1. (See §§51.1265 and 51.1268.)

### **§51.1263 U.S. No. 2.**

"U.S. No. 2" consists of pears of one variety which are mature, but not overripe, carefully hand-picked, clean, not seriously misshapen, free from decay, internal breakdown, scald, freezing injury, worm holes, black end, and from damage caused by hard end, or broken skins. The pears shall also be free from serious damage caused by bruises, russeting, limb rubs, hail, scars, drought spot, sunburn, sprayburn, stings or other insect injury, disease, or mechanical or other means. (See §§51.1265 and 51.1268.)

## **Unclassified**

### **§51.1264 Unclassified.**

"Unclassified" consists of pears which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards, but is provided as a designation to show that no grade has been applied to the lot.

## **Tolerances**

### **§51.1265 Tolerances.**

(a) In order to allow for variations incident to proper grading and handling, not more than a total of 10 percent of the pears in any lot may fail to meet the requirements of grade: **Provided**, That not more than 5 percent shall be seriously damaged by insects, and not more than 1 percent shall be allowed for decay or internal breakdown.

(b) When applying the foregoing tolerances to the combination grade no part of any tolerance shall be used to reduce the percentage of U.S. No. 1 pears required in the combination, but individual containers may have not more than 10 percent less than the percentage of U.S. No. 1 required: **Provided**, That the entire lot averages within the percentage specified.

## **Application of Tolerances**

### **§51.1266 Application of tolerances.**

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations, provided the averages for the entire lot are within the tolerances specified for the grade:

(1) For packages which contain more than 10 pounds, and a tolerance of 10 percent or more is provided individual packages in any lot shall have not more than one and one-half times the tolerance specified. For packages which contain more than 10 pounds and a tolerance of less than 10 percent is provided, individual packages in any lot shall have not more than double the tolerance specified, except that at least one pear which is seriously damaged by insects or affected

by decay or internal breakdown may be permitted in any package.

(2) For packages which contain 10 pounds or less, individual packages in any lot are not restricted as to the percentage of defects or off-size: **Provided**, That not more than four times the tolerance specified may be permitted in any package for pears which are seriously damaged by insects or affected by decay or internal breakdown except that at least one defective pear may be permitted in any package.

#### **Basis for Calculating Percentages**

##### **§51.1267 Basis for calculating percentages.**

(a) When the numerical count is marked on the container or when pears are packed in a container to weigh 5 pounds or less, percentages shall be calculated on the basis of count.

(b) When the minimum diameter or minimum and maximum diameters are marked on a container packed to weigh more than 5 pounds or when the pears are jumbled in a container packed to weigh more than 5 pounds, percentages shall be calculated on the basis of weight or an equivalent basis.

#### **Condition After Storage or Transit**

##### **§51.1268 Condition after storage or transit.**

Decay, scald, or other deterioration which may have developed on pears after they have been in storage or transit shall be considered as affecting condition and not grade.

#### **Standard Pack**

##### **§51.1269 Sizing.**

(a) The numerical count, or the minimum size of the pears packed in closed containers shall be indicated on the package. The number of pears in the box shall not vary more than 3 from the number indicated on the box.

(b) When the numerical count is marked on western standard pear boxes the pears shall not vary more than three-eighths inch in their transverse diameter for counts 120 or less; one-fourth inch for counts 135 to 180, inclusive; and three-sixteenths inch for counts 193 or more.

(c) When the numerical count is marked on western standard half boxes or special half boxes packed three tiers deep, the pears shall not vary more than three-eighths inch for counts 75 or less; one-fourths inch for counts 80 to 110, inclusive; and three-sixteenths inch for counts 115 or more.

(d) When the numerical count is marked on western standard half boxes or special half boxes packed two tiers deep, the pears shall not vary more than three-eighths inch for counts 50 or less; one-fourth inch for counts 55 to 70, inclusive; and three-sixteenths inch for counts 80 or more.

(e) When the numerical count is not shown, the minimum size shall be plainly stamped, stenciled or otherwise marked on the container in terms of whole inches, whole and half inches, whole and quarter inches, or whole and eighth inches, as 2-1/2 inches minimum, 2-1/4 inches minimum, or 2-5/8 inches minimum, in accordance with the facts. It is suggested that both minimum and maximum sizes be marked on the container, as 2-1/4 to 2-3/4 inches, 2-1/2 to 2-3/4 inches, as such marking is especially desirable for pears marketed in the export trade.

(f) "Size" means the greatest transverse diameter of the pear taken at right angles to a line running from the stem to the blossom end.

##### **§51.1270 Packing.**

(a) Each package shall be packed so that the pears in the shown face shall be reasonably

representative in size and quality of the contents of the package.

(b) Pears packed in any container shall be tightly packed. All packages shall be well filled but the contents shall not show excessive or unnecessary bruising because of overfilled packages.

(c) Pears packed in boxes shall be arranged in containers according to the approved and recognized methods with the pears packed lengthwise. A bridge shall not be allowed in any standard pack. When wrapped, each pear shall be fairly well enclosed by its individual wrapper.

(d) Pears packed in round stave bushel baskets, tubs or in barrels shall be ring faced.

**§51.1271 Tolerances for standard pack.**

(a) In order to allow for variations incident to proper sizing, not more than 5 percent of the pears in any lot may fail to meet the size requirements: **Provided**, That when the maximum and minimum sizes are both stated, an additional 10 percent tolerance shall be allowed for pears which are larger than the maximum size stated.

(b) In order to allow for variations incident to proper packing, not more than 10 percent of the containers in any lot may fail to meet these requirements, but no part of this tolerance shall be allowed for bridge packs, or for packs with different sizes and arrangements such as layers of 195 size and arrangement, and layers of 180 size and arrangement packed in the same box.

**Definitions**

**§51.1272 Mature.**

(a) "Mature" means that the pear has reached the stage of maturity which will insure the proper completion of the ripening process.

(b) Before a mature pear becomes overripe it will show varying degrees of firmness, depending upon the stage of the ripening process. Therefore, a statement of firmness should be given in order to indicate the stage of the ripening process. A description of the ground color should also be given.

(1) The following terms should be used for describing the ground color: "Green," "Light Green," "Yellowish Green," and "Yellow."

(2) The following terms should be used for describing the firmness of pears:

(i) "Hard" means that the flesh of the pear is solid and does not yield appreciably even to considerable pressure.

(ii) "Firm" means that the flesh of the pear is fairly solid but yields somewhat to moderate pressure.

(iii) "Firm ripe" means that the flesh of the pear yields readily to moderate pressure.

(iv) "Ripe" means that the pear is at the stage where it is in its most desirable condition for eating.

**§51.1273 Overripe.**

"Overripe" means dead ripe, very mealy or soft, past commercial utility.

**§51.1274 Carefully hand-picked.**

"Carefully hand-picked" means that the pears do not show evidence of rough handling or of having been on the ground.

**§51.1275 Clean.**

"Clean" means free from excessive dirt, dust, spray residue or other foreign material.

**§51.1276 Black end.**

"Black end" is evidenced by an abnormally deep green color around the calyx, or black spots usually occurring on the one-third of the surface nearest to the calyx, or by an abnormally shallow

calyx cavity.

**§51.1277 Fairly well formed.**

"Fairly well formed" means that the pear may be slightly abnormal in shape but not to an extent which detracts materially from the appearance of the fruit.

**§51.1278 Damage.**

"Damage" means any injury or defect which materially affects the appearance, or the edible or shipping quality.

(a) Hard end shall be considered as damage if the pear shows a distinctly constricted protrusion at the blossom end, or an abnormally yellow color at the blossom end, or an abnormally smooth rounded base with little or no depression at the calyx, or if the flesh near the calyx is abnormally dry and tough or woody.

(b) Slight handling bruises and package bruises such as are incident to good commercial handling in the preparation of a tight pack shall not be considered damage.

(c) Any pear with one skin break larger than three-sixteenths inch in diameter or depth, or with more than one skin break one-eighth inch or larger in diameter or depth shall be considered damaged, and scored against the grade tolerance.<sup>2</sup>

(1) Small inconspicuous skin breaks, less than one-eighth inch in diameter or depth, shall not be considered damage. In addition, not more than 15 percent of the pears in any container may have not more than one skin break from one-eighth inch to three-sixteenths inch, inclusive, in diameter or depth.<sup>2</sup>

(d) Russetting which exceeds the following shall be considered as damage:

(1) On all varieties excessively rough russetting (russetting which shows "frogging" or slight cracking) when the aggregate area exceeds one-half inch in diameter.<sup>2</sup>

(2) On Bartlett and other smooth-skinned varieties, slightly rough russetting, or thick russetting such as is characteristic of frost injury, when the aggregate area exceeds three-fourths inch in diameter.<sup>2</sup>

(3) On Bartlett and other smooth-skinned varieties, smooth solid or smooth netlike russetting when the aggregate area exceeds 15 percent of the surface.

(4) On Hardy, Sand and other similar varieties, rough or thick russetting such as is characteristic of frost injury, when the aggregate area exceeds three-fourths inch in diameter. On any of these varieties any amount of characteristic russetting is permitted whether due to natural causes such as weather or stimulated by artificial means; leaf whips or light limbrubs which resemble and blend into russeted areas shall be considered as russet.<sup>2</sup>

(e) Any one of the following defects or any combination thereof, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(1) Any limbrubs which are cracked, softened, or more than slightly depressed.

(2) Black discoloration caused by limbrubs, which exceeds an aggregate area of three-eighths inch in diameter.<sup>2</sup>

(3) Dark brown discoloration or excessive roughness caused by limbrubs which exceeds an aggregate area of one-half inch in diameter.<sup>2</sup>

(4) Slightly rough, light colored discoloration caused by limbrubs which exceeds an aggregate

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<sup>2</sup>The area refers to that of a circle of the specified diameter.

area of three-fourths inch in diameter.<sup>2</sup>

(5) Smooth, light colored discoloration caused by limbrubs which exceeds an aggregate area of 1 inch in diameter.<sup>2</sup>

(6) Hail marks or other similar depressions or scars which are not shallow or superficial, or where the injury affects an aggregate area of more than three-eighths inch in diameter.<sup>2</sup>

(7) Drought spot when more than one in number, or when the external injury exceeds an aggregate area of three-eighths inch in diameter, or when the appearance of the flesh is materially affected by corky tissue or brownish discoloration.<sup>2</sup>

(8) Sunburn or sprayburn where the skin is blistered, cracked, or shows any light tan or brownish color, or the shape of the pear is appreciably flattened, or the flesh is appreciably softened or changed in color, except that sprayburn of a russet character shall be considered under the definition of russetting.

(9) Insects:

(i) More than two healed codling moth stings, or any insect sting which is over three thirty-seconds of an inch in diameter, or other insect stings affecting the appearance to an equal extent.<sup>2</sup>

(ii) Blister mite or canker worm injury which is not shallow or superficial, or where the injury affects an aggregate area of more than three-eighths inch in diameter.<sup>2</sup>

(10) Disease:

(i) Scab spots which are black and which cover an aggregate area of more than one-fourth inch in diameter except that scab spots of a russet character shall be considered under the definition of russetting.

(ii) Sooty blotch which is thinly scattered over more than 5 percent of the surface, or dark, heavily concentrated spots which affect an area of more than three-eighths inch in diameter.<sup>2</sup>

#### **§51.1279 Seriously misshapen.**

"Seriously misshapen" means that the pear is excessively flattened or elongated for the variety, or is constricted or deformed so it will not cut three fairly uniform good quarters, or is so badly misshapen that the appearance is seriously affected.

#### **§51.1280 Serious damage.**

"Serious damage" means any injury or defect which seriously affects the appearance, or the edible or shipping quality.

(a) Russetting which in the aggregate exceeds the following shall be considered as serious damage:

(1) On all varieties, excessively rough russetting (russetting which shows "frogging" or slight cracking) when the aggregate area exceeds three-fourths inch in diameter.<sup>2</sup>

(2) On all varieties, thick russetting such as is characteristic of frost injury, 15 percent of the surface.

(b) Any one of the following defects or combination thereof, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

<sup>2</sup>The area refers to that of a circle of the specified diameter.

- (1) Limbrubs which are more than slightly cracked, or excessively rough limbrubs or dark brown or black discoloration caused by limbrubs which exceeds an aggregate area of three-fourths inch in diameter. Other limbrubs which affect an aggregate area of more than one-tenth of the surface.<sup>2</sup>
- (2) Hail marks or other similar depressions or scars which affect an aggregate area of more than three-fourths inch in diameter, or which materially deform or disfigure the fruit.<sup>2</sup>
- (3) Drought spot when more than two in number, or where the external injury affects an aggregate area of more than three-fourths inch in diameter, or when the appearance of the flesh is seriously affected by corky tissue or brownish discoloration.<sup>2</sup>
- (4) Sunburn or sprayburn where the skin is blistered, cracked or shows any brownish color, or where the shape of the pear is materially flattened, or the flesh is softened or materially changed in color, except that sprayburn of a russet character shall be considered under the definition of russetting.
- (5) Insects:
- (i) Worm holes. More than three healed codling moth stings, of which not more than two may be over three thirty-seconds of an inch in diameter, or other insect stings affecting the appearance to an equal extent.<sup>2</sup>
- (ii) Blister mite or canker worm injury which affects an aggregate area of more than three-fourths inch in diameter or which materially deforms or disfigures the fruit.<sup>2</sup>
- (6) Disease:
- (i) Scab spots which are black and which cover an aggregate area of more than one-half inch in diameter, except that scab spots of a russet character shall be considered under the definition of russetting.<sup>2</sup>
- (ii) Sooty blotch which is thinly scattered over more than 15 percent of the surface, or dark, heavily concentrated spots which affect an area of more than three-fourths inch in diameter.<sup>2</sup>

<sup>2</sup>The area refers to that of a circle of the specified diameter.